

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the CO’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a CO as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the

proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
 - (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*;

and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government’s interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306 (a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.
 - (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L.3 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.4 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding to the responsible offeror, two cost-plus-award fee contracts resulting from this solicitation..

L.6 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the Offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.7 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective contractor and its known first-tier subcontractors with anticipated

subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective contractor and subcontractors to be in compliance with Executive Order 11246.

L.8 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (USC) 1001, Fraud and False Statements.

L.9 USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. See the Section K clause entitled, "Agreement to Use of Non-federal Evaluators".

L.10 PRE-PROPOSAL CONFERENCE AND SITE VISITS

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. The DOE will provide opportunity for a pre-proposal conference and a visit to each site to be scheduled following release of the solicitation. Information regarding the pre-proposal conference will be available on the solicitation website.

L.11 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request shall be in writing and addressed to the contracting officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

L.12 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments to the public. The solicitation and any amendments will be posted on the DOE e-Center Industry Interactive Procurement System (IIPS) at:

<http://www.pr.doe.gov/>

The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.13 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I—The Schedule, Part II—Contract Clauses, and Part III, Section J—List of Attachments. Blank areas appearing in these sections, indicated by “(TBD)” will be completed prior to contract signing.

L.14 TIME, DATE AND PLACE PROPOSAL(S) ARE DUE

(a) Mailed proposals shall be marked as follows:

From: _____

To: U.S. Department of Energy
Consolidated Business Center
Operation of DUF6 Source Evaluation Board
250 East 5th Street
Suite 500
Cincinnati, OH 45202
ATTN: Ms. Wilmar C. Delgado

Solicitation No.: **DE-RP30-09CC40015**

Due: **4:00pm EST** **August 17, 2009**
(Time) (Date)

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.

- (b) Hand-carried Proposals. If the offeror elects to forward the proposal by means other than the U.S. Mail, it assumes the full responsibility of insuring that the proposal is received by the date and time specified. Such proposals shall be marked, closed, and sealed as if for mailing. All hand-carried packages shall be delivered **between the hours 8:00 am and 4:00 p.m. Eastern Time workdays by August 17, 2009.**
Deliver to:

U.S. Department of Energy
Consolidated Business Center
Operation of DUF6 Source Evaluation Board
250 East 5th Street
Suite 500
Cincinnati, OH 45202
ATTN: Ms. Wilmar C. Delgado

Solicitation No.: **DE-RP30-09CC40015**

Note: Offerors hand-carrying proposals to the above address should arrange for pickup by calling the Contracting Officer (CO) one business day in advance to advice of anticipated delivery time: **Wilmar C. Delgado (513) 246-0566.**

- (c) Express-Mailed Proposals shall be marked as follows:

From: _____

To:
U.S. Department of Energy
Consolidated Business Center
Operation of DUF6 Source Evaluation Board
250 East 5th Street
Suite 500
Cincinnati, OH 45202
ATTN: Ms. Wilmar C. Delgado

Solicitation No.: **DE-RP30-09CC40015**

Due: **4:00pm EST** **August 17, 2009**
(Time) (Date)

- (d) All proposals are due NO LATER THAN **4:00 PM Eastern Time on August 17, 2009.**
- (e) Notwithstanding which method of delivery the offeror opts to use, the offeror assumes full responsibility of ensuring that the Offer is received at the place and by

the date and time specified in the solicitation. Such proposals must be closed and sealed as if for mailing.

- (f) Facsimile or electronically transmitted proposals will not be accepted.
- (g) **CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.**

L.15 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. The NAICS code for this solicitation is **561210**.

L.16 NUMBER OF AWARDS

The Government intends to award **to the responsible offeror, two cost-plus-award-fee contracts,** as a result of this solicitation. Contracts may not be awarded simultaneously.

L.17 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.18 AMENDMENT OF THE SOLICITATION

The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-solicitation conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the solicitation. Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet at the DOE home page, under "Browse Opportunities," address: www.pr.doe.gov. It will be the responsibility of the offeror to routinely examine the specified home page for any amendments that may be issued on this solicitation prior to submission of offer and other information.

L.19 QUESTIONS ON SOLICITATION

Offerors may submit questions regarding the solicitation by e-mail to the CO at DUF6@emcbc.doe.gov or by using the link to this mailbox on the DUF6 Project website:

<http://www.emcbc.doe.gov/DUF6>

All questions shall be submitted within 30 calendar days after the release of the RFP. Questions submitted after that date may not allow DOE sufficient time to respond. Questions and answers will be posted on a periodic basis.

L.20 AVAILABILITY OF REFERENCE DOCUMENTS

All reference documents and questions/answers pertaining to the RFP, including Section C, will be posted to the website below:

<http://www.emcbc.doe.gov/DUF6/index.html>

The Documents Library for the Request for Proposals web site identified above also identifies documents which contain Unclassified Controlled Information (UCI). The UCI documents are listed in each section of the website with a notation and asterisk (*) indicating these documents to be UCI. An interested party may request UCI and a separate CD disk containing the UCI will be made available once the interested party has been cleared for access. Instructions for obtaining these documents are in the "Requesting Sensitive Data" section of the DUF6 web site. **All offerors are encouraged to immediately request such information to preclude any delays in proposal submission.**

DOE Order 471.1A, Identification and Protection of Unclassified Controlled Nuclear Information, and DOE Order 471.3, Identifying and Protecting Official Use Only Information, provides additional guidance on protecting information received from this website.

L.21 PROPOSAL PREPARATION INSTRUCTIONS-GENERAL

- (a) **Offeror:** The term "offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The offeror may be pre-existing or newly formed for the purposes of competing for this contract.
- (b) The term "major subcontractor" as used in this Section L is defined as proposed subcontractors with a proposed subcontract of \$10 million or more at any tier of the proposed organization.
- (c) **Overall Arrangement of Proposal.** Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number. The overall proposal shall consist of three physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found

in its designated section, may result in an unfavorable evaluation. All contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires offerors to submit proposals in hardcopy and electronic format (CD-ROM) as follows:

Proposal Volume — Title	Copies Required
Volume I – Offer and Other Documents	1 original, 5 copies and 1 CD-ROM
Volume II – Technical Proposal	1 original, 10 copies and 10 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 8 copies and 10 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher (note additional requirements in Section L.24 for cost proposal information). The written material constitutes the official offer and proposal. In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD-ROM.

- (d) **Page Limitation.** In the applicable provision that follows, a page limitation is specified for the Volume II – Technical Proposal.
- (e) **Page Count Exceptions.** Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Earned Value Management System, Key Personnel Resumes, Letters of Commitment, and Reference Information for Past Performance Worksheets. Past Performance Questionnaires are submitted by the references separately.
- (f) **Glossaries.** Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (g) **Binding and Labeling.** Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (h) **Page Description.** Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text size reductions are unacceptable. Graphs, tables and

spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text. The Volume II – Technical Proposal will only be read and evaluated up to the page limitation. Page counting will begin with the first page of the Volume II – Technical Proposal subject to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitation.

- (i) Table of Contents. The offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (j) Classified Information. The offeror shall not provide classified information in response to this solicitation.
- (k) Point of Contact. The CO or the CO's designated representative is the sole point of contact during the conduct of this procurement.
- (l) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the offeror is cautioned to resolve all questionable areas with the CO.
- (m) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (n) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an offeror possesses any capability unless such a capability is established in the proposal.
- (o) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (p) Disposition of Proposals. Proposals will not be returned.
- (q) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

DOE Center—Doing Business with DOE: <http://e-center.doe.gov>

Office of Small & Disadvantaged Business Utilization: <http://smallbusiness.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://acquisition.gov/far/index.html>

Federal Business Opportunities (FedBizOpps): <http://www.fbo.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

U.S. Department of Energy, Environmental Management Consolidated Business Center: <http://www.emcbc.doe.gov/doingbusiness.php>

Uranium Disposition Services, LLC (UDS): <http://www.uds-llc.com>

United States Enrichment Corporation, Inc. (USEC): <http://www.usec.com>

Interactive Industry Procurement System (IIPS) Users Guide for Contractors: <http://doe-iips.pr.doe.gov>

- (r) If there are any inconsistencies between the language in L.1 and this provision; L.21 shall take precedence.

L.22 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS

- (a) General. Volume I – Offer and Other Documents contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below. The signed original(s) of all documents requiring signature by the offerors shall be contained in the original volume(s). There is no page limitation on Volume I.
- (b) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
- (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
 - (3) The complete, formal name and address of the offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (c) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall

be fully executed by an authorized representative of the offeror. This form shall be used as the cover sheet of each copy of Volume I – Offer and Other Documents. By the offeror’s signature on the Standard Form 33, it is agreeing to accept the contract (Sections A through J of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, offerors need only submit those pages in which the offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. Offerors shall also acknowledge all amendments to the solicitation in block 14 of the SF 33.

- (d) Section B Estimated Cost and Award Fee. Offerors shall propose the estimated cost and the Total Available Award Fee for the Basic Contract Term and all Options of the contract in clauses B.2 and B.3. The Total Available Award Fee shall not exceed 10% of the Total Estimated Cost for the Basic Contract Term and each of the Options. For evaluation purposes, the limitation on Total Available Award Fee will be calculated on the Basic Contract Term and each option separately and not cumulatively.
- (e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable Mentor-Protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts (Section I).
- (f) Corporate Governance. The offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and Key Personnel. If the offeror’s proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the contract.

- (g) Performance Guarantee. The Contract clause in Section H entitled “Performance Guarantee” requires the offeror’s parent organization(s) or all member organizations if the offeror is a joint venture, limited liability company, other similar entity, or a newly formed entity to guarantee performance of the contract. The offeror shall

submit a fully completed and executed Performance Guarantee Agreement. Section L, Attachment L.10 “Performance Guarantee Agreement” contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting contract as an Attachment to the contract’s Section J

- (h) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (i) Responsible Corporate Official. Offerors shall specify the name of the individual designated as the Responsible Corporate Official.
- (j) Section I, Small Business Subcontracting Plan.
 - (1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted by large business offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. The Small Business Subcontracting Plan will become part of the contract.
 - (2) The offeror’s plan will be considered acceptable if it addresses in adequate detail each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business offeror to submit a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the offeror ineligible for award of a contract.
 - (3) The offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the offeror shall establish specific goals for each small business category as follows:
 - small business;
 - veteran-owned small business;
 - service disabled veteran-owned small business;
 - HUB Zone small business;
 - small disadvantaged business; and
 - woman-owned small business.
 - (4) For information purposes, the small business subcontracting goals for the Department of Energy and the Small Business Subcontracting Plan goals and achievements of the UDS Incumbent contractor are available for review at website:
http://smallbusiness.doe.gov/FY2008_Strategic_Plan_for_Small_Business.pdf
Each offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

- (k) Section K, Representations and Certifications. Offerors, teaming partners, and subcontractors shall fully execute the Representations, Certifications and Other Statements of Offerors or Quotes, Section K by an authorized representative of the offeror.
- (l) Organizational Conflicts of Interests. Offeror, teaming or joint venture partners and major subcontractors (with subcontracts of \$10 million or more) shall provide the statement at (c)(1) described in Section K, DEAR 952.209-8, Organizational Conflicts of Interest-Disclosure (JUN 1997). By providing the statement, Offerors would have satisfied the (apparent successful offeror) requirement of the provision.
- (m) Remittance Address. If the offeror's address shown on the SF 33 is different from the remittance address, the remittance address shall be provided.
- (n) Equal Opportunity Compliance. The offeror shall provide the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC requirement compliance. This information shall be provided for the offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (o) Offer Acceptance Period. The minimum offer acceptance period is **300** calendar days.
- (p) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.

L.23 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL

The Technical Proposal consists of written and oral information intended to present the offeror's understanding, capabilities, and approach to satisfy the requirements of the SOW. All portions of the Technical Proposal are written, except for an Oral Presentation

defined below. The offeror shall provide a Cross-Reference Matrix which correlates the Technical Proposal by page and paragraph number to Sections C, L, and M. The Cross-Reference Matrix shall be inserted in the offeror's Technical Proposal immediately following the Table of Contents for Volume II. Volume II (excluding the items listed in L.21) shall not exceed 125 pages. **No cost or price information shall be included in the Technical Proposal.**

The written format and content of Volume II - Technical Proposal shall include the following in the sequence provided below:

(a) TECHNICAL APPROACH

The offeror shall describe its technical approach to the execution of each of the requirements of the SOW and the feasibility of the approach. Sufficient detail shall be provided to communicate the offeror's understanding of the requirements of the SOW. The offeror shall provide the information requested in the attached Work Breakdown Structure (WBS) and WBS description to the level identified, at a minimum, corresponding to its technical approach. The offeror shall include a crosswalk which correlates its WBS to the SOW. The offeror shall provide an integrated critical path schedule through contract completion for the activities defined in the SOW corresponding to the offeror's proposed WBS.

The offeror shall demonstrate a thorough understanding of facility operational requirements as well as its capabilities to perform these requirements, through information provided on the subject areas discussed:

The offeror shall provide an Operations Transition and Start-Up Plan (OTSP) as an attachment to Volume II. The OTSP is expected to be immediately usable upon contract award (see Section C) and will be included in the Volume II page limitation. The OTSP shall include two sections: a Mobilization and Transition Plan covering the Mobilization and Transition phase (first 90 days), and the Operations Testing and Start-up Plan covering the Operations, Testing and Start-Up phase (following 270 days).

Mobilization and Transition Plan: The offeror shall describe the approach, plan and schedule for assuming responsibility for the cylinder surveillance and maintenance activity and shall include a schedule of major activities for the 90 day facility Mobilization and Transition Phase. See Sec. C.3.1 At a minimum, the plan shall address, in a paragraph, each of the activities specified in Section C.3.1.1 herein.

Operations Testing and Start-up Plan: The offeror shall describe the proposed approach to start-up of the conversion facilities, including cylinder yard operations supporting conversion operations, focused on the period from the end of the Contract Mobilization and Transition Phase to the achievement of designed operating capacity at the end of the Operations, Testing and Start-up Phase. The plan shall discuss completing the Readiness Assessment (RA), including utilization of the UDS Incumbent Contractor's Operational Readiness Review (ORR) information and coordination with the DOE ORR and RA teams, conducting hot functional testing

upon DOE approval of the RA, progressing from hot functional testing into partial conversion operations, and ramping-up conversion operations from partial conversion operations to achieving designed operating capacity. The plan shall include a sequence of work activities and critical path activities and, as a minimum, address in a paragraph how the offeror will accomplish each of the specified activities in Section C.3.1.3.

Conversion Operations: The offeror shall describe the proposed approach to routine cylinder yard operations and conversion operations following completion of the Operations, Testing and Start-up Phase.

The offeror shall describe the approach, plan and schedule for conversion operations and the quantity of DUF6 to be processed on an annual basis and over the term of the contract. Once conversion operations are achieved, annual processing shall be at a minimum of annual plant capacity (see DUF6 Website, Reference Documents, Project information, DUF6 Background and Site Information), however the offeror may propose additional processing. This should include operating shifts required and manpower projections, along with consideration for maintenance and scheduled facility outages. The offeror shall demonstrate its approach and feasibility to optimize conversion operations throughput. The offeror shall demonstrate consistency to Conduct of Operations principles and their use throughout the conversion and cylinder management operations.

The offeror shall describe the proposed approach for routine cylinder yard operations including, but not limited to, implementation of the cylinder management plan, sequencing and staging of cylinders for conversion, cylinder pre-conversion suitability determinations (visual inspections, NDA analysis etc.), segregation of cylinders based on assay, and any unique cylinder management methods required to meet the solicitation.

The offeror shall describe the approach for management and disposition of conversion products and all other secondary products and wastes, including: identification, characterization and certification, waste handling and loading, transportation by rail or truck, (e.g., a transload facility to the disposal facility, if needed), process for ultimate disposition, and waste minimization and pollution prevention. All activities required for management and disposition of wastes shall be included and described in the offeror's technical proposal (e.g., converted product, empty cylinders, LLW, MLLW, sanitary and industrial waste, sanitary waste, hazardous waste).

The offeror shall describe the approach to utilize assumptions, and identify and mitigate risk for all aspects of the Technical Approach.

(b) BUSINESS MANAGEMENT

The offeror shall demonstrate business management systems that safely, effectively, and efficiently utilize the resources to execute the Technical Approach, as well as

demonstrate its capabilities to utilize these systems, through information provided for the criteria identified below:

Organizational Approach: The offeror shall describe how the organization and business systems support implementation of the Technical Approach and provide control and accountability to the DOE for performance under the contract. The offeror shall also explain its allocation of resources at the multiple sites and authority level of managers. The offeror shall include an organizational chart graphically depicting the organizational structure and including the location of each of the Key Personnel in the organization structure, at a minimum.,

The offeror shall provide and discuss its policies, procedures, and techniques to implement its Project Management Plan. The offeror must address the organizational approach and business systems to establish and maintain technical, schedule and cost baselines and ensure accurate, timely, and properly controlled changes and reporting. The offeror must establish that its Earned Value Management System (EVMS) conforms to the requirements in Section H.

The offeror shall describe the corporate support capability and expected usage, including any joint venture or teaming partners, LLC, or major subcontractors, especially focused toward corporate governance, routine corporate oversight, and involvement in the contract execution. Proposals received from a joint venture, team, or LLC must identify the one member/partner that will have a majority interest and be responsible for the offeror's actions.

The offeror shall describe its relevant experience in performing work similar in size, scope, complexity, and/or risk to that described in Section C. Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., combined nuclear and chemical operations). Complexity and/or risk is defined as performance challenges (e.g., regulatory environment, types of materials and waste, integration and coordination with other DOE or other government contractors and/or integration and coordination with stakeholders). The offeror shall describe its relevant experience and that of each of its major subcontractors with respect to the type of work proposed and commensurate with the portion of the overall work being performed by each entity. In the case of a newly formed LLC or joint venture formed for the purpose of performing this contract, the offeror shall describe the experience of each entity with respect to the type of work proposed and commensurate with the portion of the work to be performed by each entity. The offeror shall describe experience in using corporate capability to provide support and problem-solving resources.

The offeror shall provide information for contracts completed within the last five years or current contracts, which involve similar work to this solicitation. Information includes contract number, issuing entity, contract cost, contact name, address, and phone number, scope of contract, and duration of contract. The contracts may be federal, state, or local governments and/or private entities.

The offeror shall describe, for each contract its combined chemical and nuclear experience for operational start-up and testing, routine operations, materials

management, low-level waste and mixed low-level waste management, transportation of materials, and environmental, safety, and health programs.

The offeror shall describe its approach to engage small business including Mentor-Protégé relationships. The offeror will describe its decision process regarding use of subcontractors and approach for managing subcontractors and achieving the DOE SDB Participation Program Targets.

The offeror shall describe, in all aspects of start-up, the approach for proactively interfacing with other DOE site contractors, the United States Enrichment Corporation (USEC), agencies, regulators, stakeholders, or other individuals or entities which are necessary for start-up success.

(c) KEY PERSONNEL

Key Personnel (written proposal information): The offeror shall propose Key Personnel Positions it considers essential to the successful accomplishment of the work being performed under the contract. The Key Personnel positions shall include, at a minimum, the Project Manager and Project Business/Controls Manager which will have responsibility for managing both contracts (Portsmouth and Paducah), a Portsmouth Plant Manager and Paducah Plant Manager who will have responsibility over their respective sites. In addition, the offeror may propose other positions that are critical to the overall performance of the contract. The offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the Key Personnel named by the offeror.

The offeror shall provide written resumes in the format shown in Attachment L-1 for the proposed Key Personnel. The resumes shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to that described in Section C and be commensurate with the proposed position. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each Key Personnel position. Each resume shall not exceed four (4) pages in length including the commitment statement. **Additional pages will not be evaluated.** The font shall be no smaller than Times New Roman 10 point.

Commitment Statements: The offeror shall provide a signed commitment statement in the format shown in Attachment L-1 from each proposed key person. The commitment statement must reflect the individual's unconditional agreement to accept the position for a minimum of two years from Notice to Proceed if the offeror is awarded the contract. Resumes with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations.

Failure to submit resume formats as shown and Commitment Statements may result in the offeror receiving a lower rating.

References: The offeror shall provide three references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, the DOE may contact any or all references on the submitted resume. DOE reserves the right to use any information received as part of its evaluation of the key person, from any other sources available to DOE.

Oral Presentation Information:

DOE will conduct an Oral Presentation session with all proposed Key Personnel for each offeror. Attendance is limited to key personnel only. Each proposed key person shall be physically present and actively participate during the Oral Presentation. During the session, DOE will provide a managerial problem and conduct an interview of Key Personnel. DOE will evaluate the Oral Presentation information against the criteria specified in Section M. The Oral Presentation will not constitute a part of the offer in Volume I, and it is not the Government's intent to incorporate any portion of the Oral Presentation into the Contract resulting from this solicitation. The Oral Presentation will not constitute "discussions" as defined in FAR 15.302(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. The Oral Presentation shall not be used to cure deficiencies or weaknesses in the written proposal information, and shall not in any way revise the written proposal information.

DOE will schedule the Oral Presentations based on a drawing of lots and will notify each offeror within two weeks after the proposal submission date of the date, time, location, and other instructions related to its Oral Presentation. The Oral Presentation will commence approximately 30 calendar days thereafter. DOE reserves the right to conduct the Oral Presentations prior to the above timeline or reschedule an offeror's Presentation. DOE will not consider a request from an offeror to reschedule its Oral Presentation except under extenuating circumstances, e.g., personal sickness or emergency. The schedule for each offeror's Oral Presentation is as shown below. Time limits will be strictly enforced by DOE. Each offeror shall participate in an Oral Presentation to DOE as part of its Technical Proposal. The Oral Presentation will be provided by the offeror's Key Personnel. Key Personnel are those individuals proposed by the offeror pursuant to M.4.

Agenda for Oral Presentations

Segment	Time Duration	Description
Instructions and Introduction of DOE Personnel	10 minutes	The Contracting Officer will introduce the DOE personnel And provide instructions on the conduct of the Oral Presentation.
Brief introduction of the offeror's Key Personnel	10 minutes	The offeror will introduce its Key Personnel

Interview of the offeror's Key Personnel	60 minutes	DOE will interview the offeror's Key Personnel (including the Project Manager) in a group format. The interview will be conducted using a question and answer format. Such questions will not be provided to the offeror in advance.
Break	15 minutes	
Managerial Problem Preparation	90 minutes	Written Problem provided to offeror and offeror prepares response.
Managerial Problem Presentation	30 minutes	Offeror provides to DOE oral response to problem.
Lunch	90 minutes	
Interview of the offeror's Project Manager	60 minutes	DOE will interview the offeror's Project Manager. The interview will be conducted using a question and answer format. Such questions will not be provided to the offeror in advance.
Break	15 minutes	
Follow-up		DOE may ask clarifying questions on the Oral Presentation of the Key Personnel.
Adjourn		The Contracting Officer will provide closing remarks.

The offeror may only use DOE provided notepads, flipcharts, and markers during the offeror's preparation of its response to the problem, the offeror's presentation of its response to DOE, and the offeror's responses to the interview questions. DOE will retain all notepads and flipcharts.

The offeror may not bring any electronic equipment to include but not limited to computers/laptops, cell phones, PDAs, cameras, video or audio recording equipment into the Oral Presentation. In addition, the offeror may not bring any presentation or reference material including its written proposal.

DOE will videotape each offeror's Oral Presentation including problem preparation time. DOE also reserves the right to observe the offeror's problem response preparation process,

(d) PAST PERFORMANCE

The offeror shall submit the past performance information for the criteria below, for the same three contracts identified for relevant experience, as an attachment to Volume II. However, past performance information will be excluded from the page limitations for Volume II.

The offeror shall provide past performance information for the offeror, teaming or joint venture partners and major subcontractors, i.e., teaming partners and/or major subcontractors proposed to perform subcontracts of \$10 million or more. If the offeror is a new business entity, provide the information required above for each of its teaming partners and/or major subcontractors. Exclusion: Past Performance

Questionnaires are not required for proposed subcontracts with supply vendors or permitted commercial disposal facilities.

For each of the contracts, the offeror shall submit the past performance information as shown in Attachment L-2, Contractor Past Performance Reference Information Worksheet and ESH& Q Past Performance Indicators. The offeror may attach additional pages, if necessary.

In addition, the offeror shall forward a Contractor Past Performance Letter and Questionnaire, as shown in Attachment L-3, for each contract or project cited above to the appropriate point of contact for that contract or project. The offeror may use the information in Attachment L-3 or its own format of a past performance reference letter to identify the project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete, mail or hand-carry the questionnaire to the CO (identified in Section L.14), prior to the closing date of the RFP. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of Attachment L-2 and the returned questionnaires.

Submit a written Small Business Subcontracting Past Performance Reference Information Form (Section L, Attachment L-11) for each large contractor. The offeror shall include information for the contracts identified above that describes the offeror's past performance accomplishments in meeting subcontracting goals for small businesses (If any of the contracts identified above were not Government contracts, please provide data on other Government contracts awarded within the past 5 years, similar in size and complexity). If the offeror is a newly formed entity, such as a joint venture or LLC, the offeror shall provide the above information for each of the members of the joint venture and LLC. The offeror shall include the following: client, general description of contract including term, type of work, total contract value, total subcontracting dollars, specific subcontracting plan/goals against total subcontracting dollars (for large businesses only), and actual accomplishments against the total subcontracting goals

L.24 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL

The offeror shall prepare its Cost and Fee Proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III – Cost and Fee Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The Cost and Fee Proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the Cost and Fee Proposal.

- (c) The offeror shall propose cost by fiscal year corresponding to the cost for performing the Statement of Work (SOW). Offerors should assume an anticipated effective date for the Mobilization and Transition Phase of May 1, 2010 for the Portsmouth contract and August 1, 2010 for the Paducah contract. Proposed costs shall be provided by fiscal years defined as the period October 1 to the following September 30. For example, FY2011 is the period October 1, 2010 through September 30, 2011.
- (d) The offeror shall propose total estimated cost and award fee in accordance with Section B.2. The offeror shall provide a narrative description of how fee is calculated as well as describe the rationale for its proposed award fee.
- (e) For proposal preparation purposes, the cost/pricing instructions divide Section C into two groups of activities requiring separate cost/pricing instructions. The two groups are defined as "Offeror Provided Costs" and "DOE Provided Costs". Offeror Provided Costs are defined as costs for activities, within Section C, that offerors can propose in various ways that may differentiate one offer from another. Whereas, DOE Provided Costs are defined as costs for activities, within Section C, that will not vary significantly between offers and that DOE will provide; Offerors will apply their applicable indirect rates to DOE Provided Costs. The following describes the cost/pricing instructions for each of the two groups of activities (Offeror Provided Costs and DOE Provided Costs):

(1) Offeror Provided Costs:

- (i) Format and present cost information to provide full traceability between the completed Section L, Summary of Cost By Element/WBS Worksheets provided as Attachment L-4, Direct Labor Hours Worksheet provided as Attachment L-5, Waste Quantities and Cost Worksheet, provided as Attachment L-6, and with the information required in the Technical Proposal. Cost information must be fully supported, documented, and traceable. Offerors shall reference on the Summary of Cost Worksheets the page numbers, paragraphs, charts, or exhibits which identify the location of the support for the cost information. Offerors shall also identify which amounts in the Cost and Fee Proposals are based on actual and verifiable data, evidence shall be included in the proposal. For amounts based on judgment, the offeror shall provide and discuss the judgmental factors used to project from the actual and verifiable data to the estimated value. The offeror shall provide the basis for the cost estimate for each element, that is, how the labor rates were developed, the indirect rates are calculated and developed, selection of subcontractors/consultants, etc.
- (ii) The Cost and Fee Proposal shall include a breakdown of cost correlated with Section C and consistent with the offeror's Technical Proposal and the Work Breakdown Structure (WBS) included as Attachment L-7. If the offeror chooses to use a different WBS, the offeror shall include a crosswalk which correlates their WBS to Section C. The offeror shall provide the Cost and Fee Proposal at a

minimum to Level 5 (1.0X.0X.0X.0X), if applicable, of the WBS. The offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including summary of work scope, summary statement of site conditions (including major assumptions that were used to establish the site condition by WBS), summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the offeror's cost to perform the contract requirements and sources of estimating information), and other related information to provide a clear understanding of the offeror's Basis of Estimate.

(iii) The Cost and Fee Proposal shall be provided by major cost elements identifying quantities and unit pricing: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits (if applicable), direct labor overhead (if applicable), material including a consolidated bill of materials, material handling overhead (if applicable), equipment (including capital investments), subcontracts of less than \$10 million, disposal cost, transportation cost, treatment cost, supplies, travel, relocation, other direct costs, joint venture/LLC member/ subcontractors performing subcontracts of \$10 million dollars or more (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable). Offerors shall clearly indicate for each WBS by cost element (direct labor, direct material, etc.) within the WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with Section C), and (4) the basis for each cost element.

(iv) For Cost and Fee Proposal preparation purposes only, the offeror shall use the following assumptions and cost amounts:

- The offeror shall assume a 90 day Mobilization and Transition Phase followed by a 270 day Testing and Start-up Phase, which includes Hot Functional Testing. Additionally, the offeror shall assume the conversion facilities are operating at full design capability at the completion of the Testing and Start-up Phase.
- The offeror shall assume product proceeds (the gross revenue obtained by the DUF6 contractor from the sale of DUF6 or DUF6 conversion products) are offset by costs associated with the sale.
- The offeror shall assume all UOx and CaF₂ quantities resulting from conversion operations are waste.

- The offeror shall assume all non-reusable cylinders are waste.
 - The offeror shall assume the Integrated Program Management & Support costs (WBS 1.03), which include the Lexington Office, are split 50/50 to the two contracts.
 - For waste characterization, packaging and transportation, the Offeror shall assume use of both receiver sites identified in the Final draft Supplement Analysis for Location(s) to Dispose of the Depleted Uranium Oxide Conversion Product Generated from DOE's Inventory of Depleted Uranium Hexafluoride (DOE/EIS-0359-SA1 and DOE/EIS-0360-SA1) (SA), i.e., the Nevada Test Site and EnergySolutions facility in Clive, Utah, for waste disposal, according to the 50/50 split by volume of converted product.
- (v) Direct labor rate information for incumbent workforce employees is provided in Attachment L-8, Incumbent Direct Labor Rate Information. The offeror is not required to use the labor rates identified in Attachment L-8, however the offeror's proposed direct labor rates shall be at least the applicable average direct labor rates for all incumbent workforce employees projected to perform Section C. The offeror should review the requirements of Section H of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed labor costs. Provided direct labor rates shall represent straight time pay rates only. Any premium differentials (such as overtime, shift differential, and etc.) shall be computed by the offeror.
- Direct labor rates for non-incumbent employees shall be separately estimated by the offeror. The offeror shall provide documentation to support the labor rates proposed for non-incumbent employees.

- (vi) The offeror's Cost and Fee Proposal shall identify the proposed costs for all joint ventures, LLC members, or subcontractors who propose to perform subcontracts of \$10 million dollar or more to the detail required herein. Joint ventures', LLC members', and subcontractors' who propose to perform subcontracts of \$10 million dollars or more Cost and Fee Proposals shall be provided by the offeror, which reconcile to the proposed costs in the offeror's proposal correlated with Section C, consistent with its Technical Proposal and the WBS. Cost and financial data shall be fully supported. Joint Ventures', LLC members, and subcontractors', with subcontracts of \$10 million dollars or more, shall provide Cost and Fee Proposals in the level of detail described in Section L.24(e)(1) above. Offerors shall clearly indicate for each WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the

estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element.

(vii) Fringe benefit rate information for incumbent workforce employees is provided in Attachment L-9, Incumbent Fringe Benefit Rate Information. The offeror is not required to use the fringe benefit rates identified in Attachment L-9; however the offeror's proposed fringe benefit rates for projected incumbent employees required to perform Section C shall be at least the fringe benefit rates in Attachment L-9. The offeror should review the requirements of Section H of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed fringe benefit costs. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, Federal Insurance Contributions Act, Federal Unemployment Tax Act, State Unemployment Tax Act and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the proposed incumbent active workforce (versus retired/disabled workers) are accounted for using the provided fringe benefit rates.

(viii) The offeror has the ability to propose its own escalation factors (including supporting documentation) for both direct labor and other than direct labor costs, however the offeror's proposed escalation factors shall be at least the escalation factors for direct labor costs and all other than direct labor costs of 3.0 percent and 2.0 percent, respectively, for all fiscal years.

(2) DOE Provided Costs:

(i) For proposal preparation purposes, the offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following areas of Section C:

- N₂ Lease – WBS 1.01.01.02.05 (\$1.8M)
- Waste Disposal (UOx only) – WBS 1.01.02.02.02 (\$27.4M)
- HF Sales – WBS 1.01.02.03.01 (-\$6.4M)
- Other Product Sales – 1.01.02.03.02 (\$0)
- N₂ Lease – WBS 1.02.01.02.05 (\$1.7M)
- Waste Disposal (UOx only) – WBS 1.02.02.02.02 (\$16.8M)
- HF Sales – WBS 1.02.02.03.01 (-\$4.8M)
- Other Product Sales – 1.02.02.03.02 (\$0)

(ii) The above amounts have been included in the Summary of Cost by Element/WBS Worksheets, Attachment L-4. The offeror shall include

the amounts identified in Attachment L-4 as part of the total estimated cost in accordance with Section B. The offeror will not be allowed to change the assigned dollar figures with the exception to apply its proposed mark-up costs (e.g., indirect rates, overhead, G&A), if applicable and applying the award fee dollar amounts. The above waste transportation and waste disposal amounts have also been included in the Waste Quantities and Cost Worksheet, Attachment L-6.

- (iii) The above assumptions are to be used for Cost and Fee Proposal preparation only. Actual contract amounts and periods may differ.
- (f) The offeror shall not propose contingency or management reserve as defined by DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. Cost element entries should reflect the offeror's total cost for that element.
- (g) The offeror shall use the format shown in Attachment L-4 as part of the offeror's proposal detailing the proposed cost element by WBS as discussed in Section L.24(e)(1) above. The information provided in the worksheets shall be fully traceable to the Cost and Fee Proposal.
- (h) The offeror shall use the format shown in Attachment L-5 to provide a direct labor hour summary, by labor category, by fiscal year, showing the total estimated direct labor hours (offeror's hours, subcontractor hours, joint ventures, LLC members, and any other direct labor hours) required to complete Section C and remain consistent with its Technical Proposal (including the proposed integrated critical path method schedule) and the WBS. For proposal preparation purposes, a full time equivalent is defined as 1,880 hours per year. The offeror shall include a crosswalk which correlates each WBS to Section C, if the offeror's WBS is different than the WBS identified in Attachment L-7. The offeror shall provide direct labor hour summary at a minimum to Level 5, if applicable, of the WBS. The information provided in the worksheet shall be fully traceable to the Cost and Fee Proposal.
- (i) The offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The offeror shall provide all related information to provide a clear understanding of the basis of estimate. The offeror shall compute all of the indirect rates by fiscal year. If the offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived. This data shall be provided for each joint venture member, LLC member, and subcontractor proposing to perform subcontracts of \$10 million dollars or more.

- (j) The offeror shall provide a detailed explanation using the proposed corporate organizational structure as to whether corporate home office allocation is applicable or not. If a corporate home office allocation is not proposed, the offeror shall provide a contractually binding statement that the offeror will not attempt to recover corporate home office costs during the course of the contract.
- (k) Transition and Mobilization Cost:
 - (1) Transition and mobilization period is the time between award of the contract and the date the contractor assumes full responsibility, described as the Mobilization and Transition Phase in Section C.3. For the purposes of Cost and Fee Proposal preparation, the offeror shall assume a 90-day Mobilization and Transition Phase and an effective date of May 1, 2010 for the Portsmouth contract and August 1, 2010 for the Paducah contract. (This is for proposal preparation purposes only. The actual Mobilization and Transition Phase may be different.)
 - (2) The offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the offeror's preferred format but shall address the cost of the Mobilization and Transition Phase by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition.
- (l) The offeror shall submit the cost and fee portion of the proposal in hardcopy, and also via the following electronic media (see Section L.19 for quantities to be provided of each): Attachments L-4 through L-6, Cost and Fee Proposal Information, and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. The offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III – Cost and Fee Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be text searchable.
- (m) The offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee Proposal. If the offeror is a joint venture, LLC or has subcontracts of \$10 million dollars or more, this data shall be provided for each entity.
- (n) The offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the offeror's proposed accounting system will

allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. The offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the LLC or joint venture and each subcontractor that is performing subcontracts of \$10 million or more.

- (o) The offeror shall provide a current balance sheet and a statement of operations (profit/loss) statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified financial statements must include, at a minimum, a balance sheet and a statement of operations (profit and loss). This data must be provided for each member of the LLC or joint venture and each subcontractor with subcontracts estimated to be \$10 million dollars or more.

L.25 FAR 52.222-5 DAVIS-BACON ACT- SECONDARY SITE OF THE WORK (JULY 2005)

- (a)
 - (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.
 - (2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.
- (b)
 - (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.
 - (2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.26 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

- (a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to

the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

2000)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract, in advance of or within 30 days after the effective date of contracting. If such advance waiver is not requested or the request is denied, the Contractor has a continuing right under the contract to request a waiver of the rights of the Government in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Contractors that are domestic small businesses and domestic nonprofit organizations may not need a waiver and will have included in their contracts a patent clause reflecting their right to elect title to subject inventions pursuant to the Bayh-Dole Act (35 U.S.C. 200 et seq.).